

Liberty Flex Group Medical Insurance

Please read this policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this Policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this Policy will render this Policy voidable.



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INTRODUCTION

Welcome to Liberty Flex – a bespoke group medical insurance product of Liberty International Insurance Limited (“**Plan**”) tailored to the specific needs of the **Group**.

IMPORTANT – Please read this **Policy** carefully to see that it meets **Policyholder** and **Insured Member** requirements. Any non-disclosure and/or misrepresentation, deliberate or negligent, of a material fact (i.e. facts relevant to an insurer’s decision to provide or continue to provide **coverage** or for a certain amount/**premium**) and/or breach of any warranty(is) or condition(s) of this **Policy** will render this **Policy** voidable. **Policyholder** and **Insured Member** duties of disclosure remain throughout each **Policy Year**. **Insured Member** has a duty to tell **Us** or **Policyholder** anything it knows, or could reasonably be expected to know (such as but not limited to changes to information provided to **Us**), which may affect **Our** decision to insure and on what terms and whether to accept, renew, extend, vary or reinstate this **Policy**.

Policyholder and **Insured Member** confirm they have read, or on their behalf have read, the Personal Information Collection Statement set out herein and on the website at <https://www.libertyinsurance.com.hk/personal-information-collection-statement> (“**Statement**”) and understand and consent to the continued collection, holding, processing, use and/or transfer of personal data for purposes stated under **Statement** until termination or expiry of **Policy**.

In this **Policy**, the words **We**, **Us**, **Our**, **Insurer**, **Company** means Liberty International Insurance Limited.

The Policy

The **Master Policy** is a legally binding contract between Liberty International Insurance Limited and **Policyholder**. The information provided by **Policyholder**, **Plan Sponsor**, and/or **Insured Member**, or on **Policyholder** and **Insured Member** behalf, under forms, declarations, quotations,

electronic mail, mobile, web applications, other forms of electronic transmission or otherwise supplied to **Us**, the **Schedule**, **Statement of Insured Members**, and any notices, memoranda or **Endorsements** will together form evidence of an agreement with the **Company**. Together, it shall be considered one legally binding contract (“**Policy**”). **Insured Member** and **Policyholder** duty to read all parts of the **Policy** and inform **Us** immediately when and if there are changes to information provided to **Us**.

Any capitalized and/or bolded word or expression used in any of the parts of the **Policy** but not otherwise defined shall bear such meanings under the Definitions section herein.

This **Policy** is an annual contract with the **Company** and shall be issued for one (1) year period. At the end of each one (1) year period, it may be renewed as determined by the **Company** in accordance with the terms and conditions of this **Policy** and subject to the availability of the **Plan**. **Policy** application and payment of **Premium** shall conduct in Hong Kong.

The Cover

Policyholder, **Plan Sponsor** or **Insured Member** have, or on **Policyholder** and **Insured Member** behalf have, applied to **Company** for coverage or renewal of coverage per the **Plan** and **Policyholder** have paid, or agreed to pay, the **Premium**.

In consideration of **Policyholder** agreement to and/or the payment of the **Premium**, and subject to due observance and fulfillment of the terms, conditions and exclusions of this **Policy** insofar as they relate to anything to be done, or not done, and complied with, **We** will provide coverage to the extent and in the manner set forth herein, subject always to all stated terms, conditions and exclusions and provided always;

- a) liability of **Insurer** shall not exceed the limits set out in this **Policy** for each section of cover relevant to **Insured Member** during any one **Policy Year**; and



- b) **Policy** shall become effective as of 00:01 a.m., Hong Kong Time on first day of the original **Policy Year** at, (or such **Date of Entry** if an **Insured Member** is added to the **Policy** later)

For avoidance of doubt, any Optional Plan Covers stated herein will only be part of an **Insured Member's** coverage if such Optional Plan Covers are also listed under the **Insured Member's Schedule** as part of its coverage and **Insured Member**, OR on **Insured Member** behalf, paid, or agreed to pay, any and all additional **Premium**.

Pronouns used in this **Policy** shall, when applicable, apply to either gender. Singular shall include the plural. Headings adopted are for ease of reference only, do not constitute a part of this **Policy**, and shall not be deemed to limit or affect any of the provisions hereof.

The base currency for the **Plan** is HK\$.

Eligibility

To be eligible to apply for **Cover** and continued **Coverage** under this **Policy**, an **Insured Member** is one as defined under this **Policy** and must always:

- a) be an age between fifteen (15) days after date of birth or discharge from **Hospital** where birth took place (whichever is later) to age sixty-nine (69) (inclusive) on date of first application for **coverage**; AND
- b) not have **USA** as both **Home Country** and **Country of Residence**; AND
- c) not have **Sanctioned Countries** as their **Home Country** or **Country of Residence** or listed as a **Sanctioned Individual**; AND
- d) provide satisfactory evidence of good health upon **Insurer's** request.

A **Dependent** must have the same **Plan coverage** as an **Insured Member** (except for maternity related **Optional Plan Cover**) and subject to acceptance by the **Company**. **Coverage** for **Minors** shall be subject to the Age of Majority (Related Provisions) Ordinance (Cap 410 of the laws of Hong Kong) and all other related laws. For avoidance of doubt, **Parent/ Guardian** undertakes to comply with this

Policy on behalf of a **Minor Insured Member** and consents to continued collection, holding, processing, use and/or transfer of **Minor's** personal data for purposes stated under **Statement**.

Mainland China citizens with Mainland China as their **Home Country** will not be covered unless they:

- a) hold a current Hong Kong Identity Card; OR
- b) are employed under Hong Kong employment contract; OR
- c) hold a valid Hong Kong working permit

Automatic Termination

Coverage shall automatically terminate on the earliest of the following:

- a) Date on which **Insurer** determine the **Dependent**, or **Employee** ceases to meet any one of the eligibility criteria for **Coverage** or definition of an **Insured Member**;
- b) Date the **Master Policy** terminates;
- c) Date the **Policy** terminates for all **Insured Members**;
- d) Date **Insurer** is informed **Policy** terminates for **Insured Member**;
- e) Date of an **Employee's** termination of **Active Employment**;
- f) First **Due Date** following the **Employee's** 70th birthday;
- g) Subject to any applicable **Grace Period**, the date of expiration of a **Policy Year** period for which the last Premium payment was made for **Dependent**, or **Employee**;
- h) Date on which **Insurer** determines there was a breach of the **Policy**;
- i) If **Insured Member** is a **Dependent**, in addition to the above, date the **Insured Member** ceases to meet the definition of a **Dependent** as defined in the **Policy** or date the relevant **Employee** cease to be an **Insured Member**.

Sanction Limitation & Exclusion

We reserve the right not to accept application for **Cover** OR to cease providing **Cover** if **Our** so doing will in **Our** opinion expose **Us** to risk of any breach of any applicable laws or regulations, as well as international economic sanctions, laws or



regulations. For avoidance of doubt, **We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any **Benefit** hereunder to the extent that the provision of such cover, payment of such claim or provision of such **Benefit** would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union ("EU"), United Kingdom ("UK"), United States of America ("USA"), Switzerland ("CH"), Singapore ("SG") or any jurisdiction applicable to **Us**.

Territorial Scope of Policy Coverage

Worldwide covering the **Insured Member** against **Bodily Injury, Sickness** and **Emergency** treatments during the **Policy Year**. See Administration – Change in Country of Residence & USA Coverage for further details if **Insured Member** has USA as its **Home Country**.

DEFINITIONS

To help **Policyholder, Plan Sponsor** and **Insured Member** better understand the **Policy**, certain words and phrases may be used in respect of the **Group Plan's Benefits** and/or **Optional Plan Covers** (if applicable) which may have specific meaning as set out in this section. Defined words and/or phrases may be bolded and/or capitalized for easy identification. The following words and definitions shall apply if they appear anywhere within a **Policy**:

The following definitions apply to the **Plan**:

Term	Meaning
1. Accident/Accidental	Shall mean any sudden, unintended, unusual and identifiable event happening by chance that could not have been expected or foreseen and occurring during the Policy Year , resulting in Bodily Injury
2. Active Employment	Shall mean an Employee will be considered in active employment if performing in the customary manner all the regular duties of his or her full-time continuous employment on a daily basis, which shall be confirmed by the Employer to Insurer during initial application and renewals for Cover
3. Any One Disability/ per disability	Shall mean all disabilities/ medical conditions arising from the same cause including any and all complications therefrom as well as concurrent disabilities/ medical conditions from different causes, except that after ninety (90) days following the latest treatment, any subsequent disability/ medical condition from the same cause shall be considered as a new disability/ medical condition
4. Age	Shall mean the age at the last birthday upon the Commencement Date, Date of Entry or renewal date of the Policy (whichever is later)
5. Beneficiary	Shall mean the person(s) stated in the Schedule , if any, designated by the Insured Member from time to time as the recipient of death Benefits payable under this Policy
6. Benefit(s)	Shall mean particular items set out under Plan Benefits and Optional Plan Covers (if applicable) as coverable under a chosen Group Plan level, including any additions, extensions or restrictions shown in the Policy such as but not limited to Schedules and/or Endorsements



Term	Meaning
7. Bodily Injury	Shall mean physical bodily injury sustained by the Insured Member as a foreseeable consequence caused directly by an Accident , solely and independently of any illness or other cause or contributing factor, where the Accident occurred during the Policy Year whilst the person is an Insured Member . Bodily injury includes physical illness or disease resulting directly from medical or surgical treatment rendered Medically Necessary by any bodily injury. It does not include Sickness or any Pre-existing Medical Condition
8. Chinese Herbal Medicine	Shall mean Chinese herbal medicine (as may be defined under applicable laws) prescribed by a Chinese Physician in writing and directly related to the Sickness/ Bodily Injury being treated
9. Chinese Acupuncturist	Shall mean a Chinese Physician licensed in the specialty of acupuncture
10. Chinese Bonesetter	Shall mean Chinese Physician licensed in the specialty of bone-setting
11. Chinese Herbalist	Shall mean a Chinese Physician licensed in the specialty of dispensing (as may be defined under applicable laws) Chinese Herbal Medicine
12. Chinese Physician	Shall mean a legally licensed Chinese medical practitioner duly qualified and registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside of Hong Kong (as reasonably determined by the Company in utmost good faith), practicing Chinese medicine (as may be defined under applicable laws) within the scope of their license and specialty in the geographical area of the country which their practice is maintained and renders treatments directly related to the Sickness/ Bodily Injury being treated. A Chinese Physician cannot be the Policyholder , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder and/or the Insured Member
13. Commencement/ Commencement Date	Shall mean dates shown on Schedules , for the overall Group Plan or a particular Insured Member , whichever is applicable, and which sets out when Policy first came into effect, the current Policy Year , subsequent dates of renewals, or first date a Benefit is added to the Policy
14. Congenital Conditions	Shall mean medical abnormalities existing at the time of birth and its complications arising therefrom, regardless of whether they are known or unknown to the Insured Member . They shall include but not limited to the following, which may medically be regarded as Congenital Conditions , thalassemia, strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect and indirect inguinal hernias



Term	Meaning
15. Continuous Transfer Terms	Shall mean the acceptance by Us of the Insured Member original Date of Entry as shown by current insurer will be applied to its Policy with Us upon transfer. We may maintain existing underwriting or require special acceptance terms, such as but not limited to Endorsement(s) , extension(s), specific exclusion(s) and all transfer details will be governed by the terms and conditions of Our Policy . We reserve the right at all times to decline a Continuous Transfer Terms application. See Administration – Commencement & Renewal for further details
16. Country of Residence	Shall mean Hong Kong, unless otherwise defined during initial application, renewals, in the Schedule, Statement of Insured Members or Endorsement(s) as the country in which Insured Members under a Group Plan is collectively living at Commencement Date of the Policy , or an Insured Member is usually living at Date of Entry or Commencement Date of Cover or intends to live for most of a Policy Year , being at least one hundred and eighty-five (185) days or more. For avoidance of doubt, Plan Sponsor and/or Policyholder is responsible for ensuring the country each Insured Member is living in for most of each Policy Year is in accordance with the Eligibility section of this Policy
17. Cover/ Coverage(s)	Shall mean specific Benefits items provided to Insured Members under a chosen Group Plan subject to the Cover section of this Policy
18. Copayment(s)	Shall mean an amount that Insured Member is required to pay after provision of covered medical treatments depending on its stated Coverage under the Schedule
19. Date of Entry	Shall mean date shown on the Schedule or Statement of Insured Members when an Insured Member was included under this Policy or for a particular Optional Plan Cover (whichever is applicable)
20. Day Case Treatment(s)	Shall mean Medically Necessary treatment which an Insured Member has undergone treatments in a Physician's clinic or admitted and discharged without occupying a bed in a Hospital and without incurring any Room and Board charges, as a day-patient to undergo treatments for Any One Disability . See Schedule for applicable Waiting Periods (if any) and Benefit limits stated under Hospitalization and Surgical section
21. Deductible(s)	Shall mean the portion of expenses which the Insured Member or Policyholder is liable to pay prior to reimbursement by Company for Any One Disability per Policy Year for additional reimbursement under a SMM Benefit . See Schedule for more details



Term	Meaning
22. Dental Hygienist	Shall mean a person duly licensed and registered within the scope of their license and training under the geographical area of the country in which practice is maintained but excludes a Chinese Physician or Physician . A Dental Hygienist shall be employed by a registered Dentist or by any organization or establishment that has employed at least one registered Dentist , to carry out dental work with the direction of the registered Dentist . A Dental Hygienist cannot be the Policyholder , Plan Sponsor , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder , Plan Sponsor and/or the Insured Member
23. Dentist	Shall mean a person duly licensed and registered and practicing dentistry within the scope of their license and training under the geographical area of the country in which such practice is maintained but excludes a Chinese Physician or Physician . A Dentist cannot be the Policyholder , Plan Sponsor , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder , Plan Sponsor and/or the Insured Member
24. Dependent(s)	Shall mean the Spouse of an Employee (excluding those legally separated) and/or Dependent Children
25. Dependent Child(ren)	Shall mean an Employee's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are not under Age fifteen (15) days old and not over Age eighteen (18), or over Age twenty-three (23) while a full time student at an accredited institutions of higher education, and in either case, are primarily dependent upon the Employee for maintenance and support Dependent children who are incapable of self-support because of physical or mental challenges shall not have an Age restriction. Proof of incapacity and dependency must be furnished to the Company within thirty-one (31) days after the child reaches Age twenty-three (23). Continued proof may be required
26. Direct Settlement	Shall mean where Insured Member receive treatment that is not covered within the terms of the Policy , or where expense exceeds the Benefit or Group Plan limits stated in the Schedule , Policyholder and/or Insured Member remain liable for such sums, which must be settled in full by Policyholder and/or Insured Member directly. Failure to act accordingly will result in the suspension or cancellation of the Policy , without refund of Premium . Policyholder may direct Plan Sponsor to act on its behalf in respect of obligations under this section and breaches by Plan Sponsor shall be considered breaches by the Policyholder
27. Due Date	Shall mean the date when Premium is due for Commencement or renewal of Policy or the date on which any subsequent instalments of Premiums become due



Term	Meaning
28. Emergency	Shall mean a sudden change in health which requires urgent Medically Necessary medical or surgical treatment to avoid permanent damage or danger to life or health
29. Employee(s)	Shall mean a person in Active Employment proposed for Cover by Employer and meets all the criteria specified under the Policy , and shall be eligible upon written acceptance by Company as an Insured Member . See Eligibility section of the Policy for further details
30. Employer	Shall mean the entity with Employees that has been accepted by Company as eligible for Group Plan
31. Endorsement(s)	Shall mean an agreed written alteration to the terms and conditions of the Policy
32. Estate	Shall mean the legal estate of the Insured Member
33. Expatriate	Shall mean any Insured Member living or working outside their Country of Residence , for an aggregate period exceeding six (6) months per Policy Year
34. Family Member	Shall mean a Spouse , civil partner, parent, parent-in-law, stepparent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild
35. General Ward Room	Shall mean a room with triple occupancy or more, in a Hospital
36. Grace Period	Shall mean a maximum grace period of thirty-one (31) days from the Premium Due Date to grace period end date (both days inclusive) will be allowed for renewal payments of Premium subsequent to the first Premium , during which period this Policy will remain in force
37. Group Plan	Shall mean Plan with specific Benefits under the Policy chosen by the Policyholder which requires the enrolment of a minimum of five (5) Insured Members under each Plan Sponsor for every Policy Year
38. Home Country/ Nationality	Shall mean the country of which the Insured Member holds a passport. Where the Insured Member holds more than one passport, the Home Country will be taken to mean the country which the has declared to Us .



Term	Meaning
39. Hospital	Shall mean a legally constituted establishment operating pursuant to the laws of the country in which it is based, and registered as a hospital with appropriate license (if licensing is required in the state or government jurisdiction), and meets the following requirements: a) operates primarily for the care and treatment of sick, ailing or injured persons; b) provides a 24-hour a day nursing service by Registered Nurses under medical supervision of a Physician; c) always has a staff of one (1) or more Physician(s) available; d) maintains organized facilities for the medical diagnosis and treatment, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and is not primarily an outpatient medical center, day procedure center, clinic, nursing, rest or convalescent home, psychiatric institution, community Hospital, rehabilitation institution, a place for alcoholics or drug addicts or similar establishment
40. Inpatient	Shall mean an Insured Member who is admitted in the Hospital, occupies a bed which incur a Room and Board charges, upon the recommendation of a Physician, which is Medically Necessary during the treatment of a Bodily Injury or Sickness and not solely for any form of nursing, convalescence, rehabilitation, rest or extended care
41. Insured Member(s)	Shall mean the Employee(s) or Dependent(s), which meets all the criteria specified for Cover and eligibility under the Policy, who has completed or whose name is included on an application or enrolment form, is stated in the Schedule or Statement of Insured Members as entitled to Benefits under a specific Group Plan and with respect to whom Premium has been paid or agreed to be paid by the Policyholder and for whom Date of Entry has been confirmed by Us, and added to the Statement of Insured Member. They are person that is legally entitled to claim under the Policy subject always to this Policy's terms and conditions but is not a contracting party of the Master Policy
42. Marriage/Married	Shall mean the union of two individuals, recognized by laws of any jurisdiction
43. Master Policy	Shall mean the full set of documents that forms the binding contractual agreement between Us and the Policyholder. These documents include but are not limited to the Policy, application and enrollment forms, the group formation form, statement of Insured Members, the Schedule, Endorsement(s), member handbooks, and any other supporting or relevant documentation



Term	Meaning
44. Medically Necessary	Shall mean such procedures, treatments, supplies or medical services to be delivered in the most efficient manner as determined by a Physician which in the Physician's opinion: a) are required for the direct treatment or diagnosis of the Insured Member's Bodily Injury, Serious Medical Condition or Sickness; and b) are appropriate and consistent with the symptoms and findings or the direct treatment or diagnosis of the Insured Member's Bodily Injury or Sickness; and c) are in accordance with generally accepted medical practice; and d) are not associated with treatment, procedure, supplies or other medical services of an experimental or investigative nature; and e) cannot have been omitted without adversely affecting the Insured Member's Bodily Injury or Sickness
45. Minor	Shall mean an unmarried dependent child(ren) (including step or legally adopted child(ren)) if they are not over eighteen (18) years of Age , and in either case, are primarily dependent upon the Parent/ Guardian for maintenance and support
46. Non-Standard Private Room	Shall mean a single occupancy room in a Hospital with adjoining bath or shower room and extra amenities, room level above and beyond a Standard Private Room
47. Optional Plan Cover(s)	Shall mean all Benefits stated herein as "Add-On Group Plan Cover" and not applicable to the Group Plan unless stated under the Insured Member's Schedule
48. Overseas	Shall mean destination(s) outside the territorial boundaries of the Country of Residence
49. Panel Provider	Shall mean Physicians and Chinese Physicians from whom Insured Member can obtain treatment for valid Benefits and where the expenses will be settled directly by Us. Policyholder and/or Insured Member are still responsible for any applicable Deductible or Direct Settlement which must be settled directly at the time of treatment
50. Parent/ Guardian	Shall mean the individual(s) legally responsible for the Minor as his/her stepparent, court recognized guardian , legally adopted parent or biological parent and the guarantor of a Minor's obligations under this Policy
51. Physician(s)	Shall mean a legally qualified medical practitioner, surgeon or Specialist of western medicine who is registered and licensed to lawfully render medical and/or surgical services under the laws of the country and geographical area in which they practice but excludes the Policyholder, Plan Sponsor , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder, Plan Sponsor and/or the Insured Member. Physician does not include allied health professionals or paramedical such as but not limited to podiatrist, psychologist, optometrist, physiotherapist and chiropractor, except as endorsed in the Schedule



Term	Meaning
52. Physiotherapist / Chiropractor	Shall mean a legally qualified healthcare practitioner registered and licensed to lawfully render physiotherapy or chiropractor treatment and is practicing within the scope of its license under the laws of the country and geographical area in which they practice but excludes the Policyholder , Plan Sponsor , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder , Plan Sponsor and/or the Insured Member
53. Plan Sponsor	Shall mean the Employer authorized to act on behalf of the Policyholder in respect of a Group Plan and the Insured Members covered under this Policy . Breaches of the Policy by a Plan Sponsor shall be considered breaches by the Policyholder
54. Planned Treatment	Shall mean pre-scheduled medical treatments for Any One Disability where Insured Member is an Inpatient at a Hospital or Day Case Treatment and which are Medically Necessary but do not include Emergency treatments and may be subject to Copayment by Insured Member
55. Policy Schedule/ Schedule/ Benefit Schedule	Shall mean the document We send which contains certain details relevant to and as part of the Policy
56. Policy Year	Shall mean the annual period stated as covered period in the Schedule and Statement of Insured Member or Endorsement or such shorter time if the Policy is terminated, and for which Cover applies under the Policy . For avoidance of doubt, references to annual in the Policy shall mean the current covered period
57. Policyholder	Shall mean the entity(ies) or individual(s) listed as policyholder in the Policy , and whom is the contracting party of the Master Policy and payee of the Premium . Where the policyholder is more than one firm, partnership, company, association, organization or entity of a similar nature, the policyholder shall refer to all of them taken together as a whole and any obligation and any liability pertaining to policyholder under this Policy or the Master Policy shall be joint and several
58. Premium	Shall mean the total sum payable by the Policyholder and/or any other amounts charged during the Policy Year that are payable in respect of the Master Policy and for every Insured Member covered under this Policy



Term	Meaning
59. Pre-existing Medical Conditions	Shall mean: a) Bodily Injury or Sickness sustained prior to the earliest Date of Entry and because of which such person should have received medical or surgical treatment, consultation, prescribed drugs or advice from a Physician within three (3) consecutive months immediately preceding such Date of Entry, unless such charges are incurred after a period of three (3) consecutive months ending after such Date of Entry during which period no medical expenses was incurred for the same Bodily Injury or Sickness. b) Regardless of the conditions stated in (a) above, expenses incurred for such Bodily Injuries or Sickness shall be considered as covered expenses after an Insured Member has joined the Plan for twelve (12) consecutive months under the Policy
60. Program Leaflet	Shall mean the terms and conditions of the Travel and Emergency Assistance Services which We shall attach to this Policy
61. Psychiatrist	Shall mean a duly qualified Physician who is registered and licensed to lawfully render psychiatric consultation or treatment and is practicing within the scope of its license under the laws of the country and geographical area in which they practice but excludes the Policyholder, Plan Sponsor , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder, Plan Sponsor and/or the Insured Member
62. Psychologist	Shall mean a legally licensed Psychologist duly qualified and registered with the Hong Kong Institute of Clinical Psychologists, or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), practicing clinical psychology service within the scope of their license and specialty in the geographical area of the country which their practice is maintained and renders treatments directly related to the Sickness/ Bodily Injury being treated. A Psychologist cannot be the Policyholder , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder and/or the Insured Member
63. Registered Nurse(s)	Shall mean a duly qualified nurse registered in Hong Kong in accordance with section 5 of the Nurses Registration Ordinance (Cap. 164) or is rendering nursing services within the scope of its registration under the laws of the country and geographical area in which they render nursing services but excludes the Policyholder, Plan Sponsor , an insurance intermediary, an employer, employee, Family Member , or business associate of the Policyholder, Plan Sponsor and/or the Insured Member



Term	Meaning
64. Sanctioned Countries/ Individual	Shall mean Countries and/or individuals as listed in applicable laws or relevant policies of the Insurer from time to time which prohibits any activities involving these countries and/or individuals and which may expose Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Hong Kong, the EU, UK, USA, CH, SG or any jurisdiction applicable to Insurer
65. Semi-Private Room	Shall mean a single or double occupancy room, with a shared bath or shower room, in a Hospital
66. Serious Medical Condition	Shall mean the medical condition certified by the attending Physician and which in the opinion of the Insured's appointed service provider constitutes a serious medical Emergency requiring urgent remedial treatment Medically Necessary to avoid death or serious impairment to the Insured Member's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Member's geographical location, the nature of the medical Emergency and the local availability of appropriate medical care or facilities
67. Shortfall	Shall mean any expenses incurred by the Insured Member and/or Policyholder which are not covered by the Policy in respect of such Insured Member
68. Sickness	Shall mean a physical condition marked by a pathological deviation from the normal healthy state contracted by an Insured Member but does not include Pre-existing Medical Conditions
69. Specialist	Shall mean a legally qualified Physician who is registered as a Specialist under the Medical Council of Hong Kong, or, if practicing outside of Hong Kong, is commonly recognized in the medical profession as a specialist in the medical specialty in respect of the Insured Member's medical condition or treatment but excludes the Policyholder, Plan Sponsor , an insurance intermediary, an employer, an employee, a Family Member , or business partner of the Policyholder, Plan Sponsor and/or the Insured Member
70. Spouse	Shall mean the Insured Member's lawful husband or wife from Marriage
71. Standard Private Room	Shall mean a basic single occupancy room with adjoining bath or shower room, in a Hospital but excludes any room in a Hospital with extra amenities, room level above and beyond a basic single occupancy room with adjoining bath or shower room
72. Statement of Insured Member	Shall mean the document We send Policyholder which contains details of Insured Members confirmed by Us for Coverage under all Group Plans during the then current Policy Year subject always to the terms and conditions of the Master Policy



Term	Meaning
73. Usual, Reasonable and Customary Charges	Shall mean standard or most common charges for treatment, supplies or medical services Medically Necessary to treat the Insured Member's Bodily Injury or Sickness , or Serious Medical Condition which does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred as reasonably determined by the Company in utmost good faith and does not include charges that would not have been made if no insurance existed. No Benefit shall be paid for charges which are in excess of the general level of charges being made by other providers of similar standing in the locality where the charges are incurred, when providing like or comparable treatment, services or supplies for like or same Bodily Injury or Sickness or Serious Medical Condition
74. Waiting Period	Shall mean the number of consecutive days (if any) during which such Benefit is not payable under the Policy



PLAN BENEFITS – HOSPITALIZATION & SURGICAL BENEFITS

Benefits listed below are provided on a worldwide basis for **Any One Disability** and only applicable if it is specified in the **Schedule** as part of the Insured Member's chosen **Group Plan Coverage** and recommended in writing by a **Physician**, subject always to all **Policy** terms, conditions and exclusions such as but not limited to any applicable **Waiting Periods, Benefit** limits, **Direct Settlement, Deductibles, Copayments** and subsequent amendment(s) issued by the **Insurer** to the **Policy**.

Benefits have been specifically tailored by **Policyholder** and/or **Plan Sponsor** for each **Insured Member** based on certain considerations such as but not limited to the **Group Plan** classification of the **Insured Member** provided to **Insurer**. See Administration – Group Plan Benefit Levels for further details.

Check **Schedule** for details on limits relating to covered procedures/treatments conducted over the course of a **Policy Year**. In no event shall reimbursements exceed the stated maximum limits that may be applicable such as but not limited to daily limits, per **Benefit**, per disability or per **Policy Year** limits and/or lifetime limits.

Classification

All medical treatments and procedures must be recommended in writing as **Medically Necessary** by a **Physician** and the surgical procedures can be found under the Surgical Schedule of Fees attached to this **Policy** according to the relative degree of difficulty involved:

- a) Complex
- b) Major
- c) Intermediate
- d) Minor

Thereafter, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred herein for those treatments and procedures in accordance with the classification under Surgical Schedule of Fees. If a particular

treatment or procedure is not stated under the Surgical Schedule of Fees and is not excluded by the **Policy**, **Company** shall determine the classification. For avoidance of doubt, an operation of equivalent gravity and severity may be used as basis, and the **Company** reserves the right to determine this with reference to information issued by a **Hospital** authority or publication recognized by the local government, relevant authorities and medical association in the locality where the treatment or procedure is to be rendered.

Eligible Expenses

Unless otherwise stated under an **Insured Member's Coverage**, all **Planned Treatments** coverable under **Plan Benefit – Hospitalization & Surgical Benefits** are subject to a **Copayment**. The amount payable by an **Insured Member** as **Copayment** for any one **Policy Year** is stated under the **Schedule**. For avoidance of doubt, **Insurer's** reimbursement of eligible expenses for covered medical treatments and procedures rendered with respect to the **Bodily Injury** or **Sickness** shall be the remaining sum of such eligible expenses after deducting applicable **Copayments** and/or **Deductibles** and up to the **Benefit** limits specified under the **Schedule**.

If **Insured Member** becomes entitled to a refund or reimbursement of all or part of eligible expenses from any other source, **We** will only be liable for the additional amount not recoverable from such other source or insurance. For more information see Administration – Coordination of Benefits / Other Insurance.

Room & Board (RNB)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for room and board if an **Insured Member** is admitted as **Inpatient** in the **Hospital** for covered treatments.

Hospital Special Services (HSS)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred as Hospital Special Services which were deemed **Medically Necessary** for covered treatments whilst



Insured Member was an **Inpatient** in the **Hospital** or during **Day Case Treatment**.

Unless otherwise stated as a separate **Benefit** or covered under another **Benefit** and depending on the covered procedures and/or treatments recommended by a **Physician**, items of Hospital Special Services expenses may include:

- a) Drugs and Medicines consumed on premises;
- b) Dressing, Ordinary Splints and Plaster Casts;
- c) Laboratory Examinations;
- d) Electrocardiograms;
- e) Basal Metabolism Tests;
- f) Physical Therapy;
- g) Anesthesia and Oxygen and their administration;
- h) X-ray Examinations;
- i) Renal Dialysis;
- j) Chemotherapy for cancer treatment;
- k) Advanced Diagnostic Imaging (MRI, CT Scan, PET Scan);
- l) Intravenous infusions;
- m) Blood transfusion;
- n) Ambulance transportation services to and/or from the **Hospital**.

For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under other **Benefit** including Renal Dialysis, Oncology Treatments, Day Case Treatment, Day Surgery for Gastroscopy/ Colonoscopy and Day Case Treatment for Viral Warts & Skin Lesions, these charges shall be exclusively paid thereunder and no charges shall be payable under this **Benefit**.

Anesthetist Fee (AF)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred for the administration of anesthesia by a legally qualified and licensed anesthetist which were deemed **Medically Necessary** for covered treatments whilst **Insured Member** was an **Inpatient** in the **Hospital** or during **Day Case Treatment**. If this is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as an item under Hospital Special Services.

For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under any other **Benefit** including Renal Dialysis, Oncology Treatments, Day Case Treatment, Day Surgery for Gastroscopy/ Colonoscopy and Day Case Treatment for Viral Warts & Skin Lesions, these charges shall be exclusively paid thereunder and no charges shall be payable under this **Benefit**.

Operating Theatre (OT)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred for the use of any operating theatres which were deemed **Medically Necessary** for covered treatments whilst **Insured Member** was an **Inpatient** in the **Hospital** or during **Day Case Treatment**. If this is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as an item under Hospital Special Services.

For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under any other **Benefit** including Renal Dialysis, Oncology Treatments, Day Case Treatment, Day Surgery for Gastroscopy/ Colonoscopy and Day Case Treatment for Viral Warts & Skin Lesions, these charges shall be exclusively paid thereunder and no charges shall be payable under this **Benefit**.

Surgical Fee (SF)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred for the surgical operations which were deemed **Medically Necessary** for covered treatments whilst **Insured Member** was an **Inpatient** in the **Hospital** or during **Day Case Treatment**. For avoidance of doubt, if two or more procedures were performed through a single incision or for concurrent disabilities from different courses during the same **Hospital** confinement, reimbursement of all expenses incurred shall not exceed the amount indicated under the **Schedule** for the surgical procedure with the largest amount payable.

For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under any other **Benefit** including Renal Dialysis,



Oncology Treatments, Day Case Treatment, Day Surgery for Gastroscopy/ Colonoscopy and Day Case Treatment for Viral Warts & Skin Lesions, these charges shall be exclusively paid thereunder and no charges shall be payable under this **Benefit**.

In-Hospital Doctor Consultation (HDC)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred for visitations/consultations of **Physician** which were deemed **Medically Necessary** whilst **Insured Member** was an **Inpatient** in the **Hospital** for covered treatments.

In-Hospital Specialist Consultation (HSP)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred for visitations/consultations of **Specialist** referred by a **Physician**, which were deemed **Medically Necessary** whilst **Insured Member** was an **Inpatient** in the **Hospital** for covered treatments. If this **Benefit** is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as an item under In-Hospital Doctor Consultation.

Special Registered Nurse (SRN)

If while this **Benefit** is in force and recommended by a treating **Physician** as **Medically Necessary**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for the private nursing services of a **Registered Nurse** while **Insured Member** was an **Inpatient** in the **Hospital**, or in the **Insured Member's** abode.

Intensive Care Unit (ICU)

Insurer will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for intensive care at the intensive care unit which was deemed **Medically Necessary** whilst an **Insured Member** was an **Inpatient** in the **Hospital** for covered treatments. If this **Benefit** is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as an item under Room & Board.

Pre Hospitalization Treatment (PREH)

If while this **Benefit** is in force and deemed **Medically Necessary**, **Insurer** will reimburse the

Usual, Reasonable and Customary Charges actually incurred for consultations conducted by the treating **Specialist** or **Physician** prior to an **Insured Member's Day Case Treatment** or **Hospitalization** as an **Inpatient** for the covered treatments.

Post Hospitalization Treatment (PHT)

If while this **Benefit** is in force and deemed **Medically Necessary**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for follow-up consultations by the treating **Specialist** or **Physician** after an **Insured Member's Day Case Treatment** or upon **Insured Member's** discharge from **Hospital** as an **Inpatient** for covered treatments.

Additional Accident Treatment (AAT)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for **Emergency Day Case Treatment** which was deemed **Medically Necessary** whilst **Insured Member** requires such treatment as a result of non-occupational **Bodily Injury**.

Daily Cash - Government Ward (DC)

If while this **Benefit** is in force, **Insurer** will pay a daily cash benefit, in respect of each day of **Hospital** confinement with room charges, up to the **Benefit** limits stated in the **Schedule** whilst **Insured Member** is admitted in a government **Hospital** as an **Inpatient** in the **General Ward Room** for covered treatment. This **Benefit** shall not be payable if the hospitalization requires extra expenses that paid under the other **Benefit** of this **Policy**.

Daily Cash - Coordination of Benefits (DCB)

If while this **Benefit** is in force, **Insurer** will pay a cash benefit, in respect of each day of **Hospital** confinement with room charges, up to the **Benefit** limits stated in the **Schedule** whilst **Insured Member** is admitted as an **Inpatient**, after the **Insured Member** has been reimbursed from any other insurance or sources as first payer for the eligible expenses coverable under this **Policy**.



Daily Cash – Day Case Endoscopic Procedure (OCA)

If while this **Benefit** is in force, **Insurer** will pay a daily cash benefit up to the **Benefit** limits stated in the **Schedule**, if **Insured Member** undergoes one or more of the following endoscopic procedures: Gastroscopy (including Esophagogastroduodenoscopy), Colonoscopy, Cystoscopy, Arthroscopy, Colposcopy, and Bronchoscopy as covered **Day Case Treatment**.

Final Tribute Cost (FTC-1)

If while this **Benefit** is in force, upon due proof of the death of the **Insured Member** as a result of a covered **Serious Medical Condition, Bodily Injury** or **Sickness**, the **Insurer** will pay to the **Beneficiary** or to the **Policyholder** an amount equal to the funeral expenses up to the maximum **Benefits** stated in the **Schedule**. For avoidance of doubt, acknowledgement receipt of the reimbursement of the funeral expenses by the **Policyholder** shall be a good discharge to the **Insurer** and shall be final and conclusive evidence that such sum has been duly paid to and received by the person or persons lawfully entitled to the same and that all claims and demands whatsoever against the **Insurer** in respect thereto have been fully satisfied. See Administration – Payment of Claims.

Funeral expenses shall include death certificate and related documentation charges, expenses for coffin, funeral home and ceremony, cremation and burial services.

Renal Dialysis (RD)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** undergone regular hemodialysis or peritoneal dialysis as an **Inpatient** or **Day Case Treatment** which was deemed **Medically Necessary** for chronic and irreversible kidney failure.

If this **Benefit** is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as an item under Hospital Special Services depending on the nature of the treatment. For avoidance of doubt, if the charges incurred under this **Benefit** are

covered and payable under another **Benefit** including Hospital Special Services **Benefit**, these charges shall be exclusively paid under this **Benefit** and no charges shall be payable under any other **Benefits** such as Hospital Special Services **Benefit**.

Oncology Treatment (OBH)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** undergone the following:

- a) Chemotherapy;
- b) Radiotherapy;
- c) Target therapy;
- d) Gamma knife;
- e) Cyberknife;
- f) Immunotherapy;
- g) Hormonal therapy; or
- h) Proton therapy

as an **Inpatient** or **Day Case Treatment** which was deemed **Medically Necessary** for cancer treatment. This **Benefit** shall cover expenses for related supportive treatment, such as antiemetic and hematopoietic agents, monitoring procedures such as Computerized Tomography Scans (CT Scan), Positron Emission Tomography (PET), blood tests, supporting medication such as anti-nausea and anti-dizziness drugs.

If this **Benefit** is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as an item under Surgical Fee or Hospital Special Services depending on the nature of the treatment. For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under another **Benefit** including Surgical Fee or Hospital Special Services **Benefit**, these charges shall be exclusively paid under this **Benefit** and no charges shall be payable under any other **Benefit** such as Surgical Fee or Hospital Special Services **Benefit**.

Home Health Care (HHC)

If while this **Benefit** is in force and recommended as **Medically Necessary**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually



incurred towards items stated below. **Insured Member** must have been an **Inpatient** in a **Hospital** for at least three (3) consecutive days and was discharged from **Hospital** with written approval of attending **Physician** for home health care services and supplies to be provided at **Insured Member's** abode immediately upon discharge. Home health care services and supplies may include:

- a) Nursing services;
- b) Doctor's service;
- c) Laboratory tests limited to blood, urine and other body fluids tests, electrocardiogram, pathological machine;
- d) Medication and drugs;
- e) Dressings, sterile gloves, antiseptics, needles, syringe, sharp boxes, cotton wool, incontinence pad, mattress cover, braces, supports, splints, plaster casts and rental of durable medical equipment limited to hospital beds, physiotherapy equipment, oxygen administration equipment and intravenous infusion equipment;
- f) Physiotherapy, speech and occupational therapy;
- g) Oxygen and its administration;
- h) Blood or blood plasma and their administration;
- i) Ambulance service to and from the **Hospital**.

Above stated home health care services and supplies must be provided by a qualified home health care agency which was approved in writing by the **Insurer**.

Psychiatric Treatment (MD1)

If while this **Benefit** is in force, and recommended as **Medically Necessary**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** undergone psychiatric treatment by a **Psychiatrist** as an **Inpatient**.

Surgical Appliances (SS)

If while this **Benefit** is in force and prescribed by a **Physician**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for specific items and non-specific items of

surgical appliances up to the **Benefit** limits stated in the **Schedule**. For specific items, the **Benefit** covers the following surgical appliances only which was **Medically Necessary** and used or implanted by the **Physician** during surgery except external prosthesis or appliances or corrective devices:

- a) Pace maker;
- b) Artificial cardiac valve;
- c) Metallic or artificial joint for joint replacement;
- d) Prosthetic ligaments for replacement or implantation between bones; and
- e) Prosthetic intervertebral disc.

For appliances of stents for percutaneous transluminal coronary angioplasty and intraocular lens for cataract surgery, charges are payable as item under Hospital Special Services.

Accidental Dental Treatment (ADT)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for dental treatment which were deemed **Medically Necessary** if an **Insured Member** undergone such treatment by a **Dentist** in a dental facility as a result of an **Accident**, to restore or replace sound natural teeth lost or damaged within fourteen (14) days from the date of **Accident**.

Day Case Treatment (DAYC)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred during **Day Case Treatments** which were deemed **Medically Necessary** for below **Benefits**:

- a) Room and Board;
- b) Hospital Special Services;
- c) Anesthetist Fee;
- d) Operating Theatre;
- e) Surgical Fee;
- f) Pre Hospitalization Treatment;
- g) Post Hospitalization Treatment.

All of which will share the same definitions as above **Benefits**. If this **Benefit** is not listed as a separate



Benefit in the **Schedule**, charges incurred may be payable as above **Benefits** depending on the nature of the treatment. For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under any other **Benefit**, these charges shall be exclusively paid under this **Benefit** and no charges shall be payable under any other **Benefits**.

Organ Transplantation (ACO)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred during kidney, heart and liver transplants which were deemed **Medically Necessary**. The expenses of acquisition of the organ and all expenses incurred by the donor are not payable.

Parent Accommodation Charges (PAC)

If while this **Benefit** is in force, in addition to the **Benefits** payable under Room & Board Charges and Hospital Special Services, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** only for actual companion bed charges incurred in **Hospital** in respect of a **Parent/ Guardian** staying with the **Insured Member**, provided **Insured Member** is under aged thirteen (13), limited to only one **Parent/ Guardian** each night.

Day Surgery For Gastroscopy/ Colonoscopy (OGCC1)

If while this **Benefit** is in force and deemed **Medically Necessary**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** undergone endoscopic procedures – Gastroscopy/ Colonoscopy during **Day Case Treatment**.

If this **Benefit** is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as item under other **Benefit** depending on the nature of the treatment. For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under another **Benefit**, these charges shall be exclusively paid under this **Benefit** and no charges shall be payable under any other **Benefits**.

Day Case Treatment for Viral Warts & Skin Lesions (DCTFW)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** for actual expenses incurred for treatment if an **Insured Member** undergone procedure for skin lesions which was deemed **Medically Necessary** during **Day Case Treatments**.

Skin lesions shall cover skin disorders, including but not limited to the following:

- a) Viral warts;
- b) Skin lesion;
- c) Seborrheic keratosis;
- d) Sebaceous cyst;
- e) Epidermoid cyst;
- f) Lipoma;
- g) Benign lipomatous neoplasm;
- h) Disorder of skin and subcutaneous tissue;
- i) Cutaneous abscess, furuncle and carbuncle.

If this **Benefit** is not listed as a separate **Benefit** in the **Schedule**, charges incurred may be payable as item under other **Benefit** depending on the nature of the treatment. For avoidance of doubt, if the charges incurred under this **Benefit** are covered and payable under another **Benefit**, these charges shall be exclusively paid under this **Benefit** and no charges shall be payable under any other **Benefits**.

ADD-ON GROUP PLAN COVER - SUPPLEMENTARY MAJOR MEDICAL (SMM)

Supplementary Major Medical (SMM) **Benefit** is supplementary and only available as **Optional Plan Cover** to **Group Plan**.

SMM **Benefit** listed below are only applicable if it is specified in the **Schedule** as part of the **Insured Member's** chosen **Group Plan Coverage** subject always to all **Policy** terms, conditions and exclusions such as but not limited to any applicable **Waiting Periods**, **Benefit** limits, **Direct Settlement**, **Deductibles** and subsequent amendment(s) issued by the **Insurer** to the **Policy**.



For avoidance of doubt, if eligible expenses for **Any One Disability** exceeds the **Schedule's** stated limits for **Benefit** items under **Plan Benefit** – Hospitalization & Surgical **Benefits**, **Insured Member** must pay the relevant **Deductible** for additional reimbursement under a **SMM Benefit**. Amounts payable as **Deductible** are stated on the **Schedule**.

Refer to **Schedule** for details on limits related to covered procedures/ treatments conducted over the course of a **Policy Year**. In no event shall reimbursements exceed the maximum limits stated in the **Schedule**. If **Insured Member** becomes entitled to a refund or reimbursement of all or part of SMM **Benefits** from any other source, **We** will only be liable for the additional amount not recoverable from such other source or insurance. For more information, see Administration - Coordination of Benefits / Other Insurance.

Supplementary Major Medical (SMM-IID)

If while this **SMM Benefit** is in force and the **Usual, Reasonable and Customary Charges** incurred for covered **Inpatient** and/or **Day Case Treatments**,

which were deemed **Medically Necessary**, exceeds the stated limits under the **Schedule**, **Insurer** may, where applicable, additionally reimburse all or part of such **Usual, Reasonable and Customary Charges** which exceeded the stated limits under **Plan Benefit** – Hospitalization & Surgical Benefits and/or any other eligible expenses specified below as covered **Benefits**.

Covered Benefits:

- a) Room and Board;
- b) Hospital Special Services ;
- c) Anesthetist Fee;
- d) Operating Theatre;
- e) Surgical Fee;
- f) In-Hospital Doctor Consultation;
- g) In-Hospital Specialist Consultation;
- h) Intensive Care Unit;
- i) Surgical Appliances.

Upon payment of the relevant **Deductible** for this particular **SMM Benefit**, amounts reimbursable shall be the sum obtained by multiplying the reimbursement percentage specified in the **Schedule**.

(	SMM-IID eligible expenses	-	SMM-IID Deductible	) x	Reimbursement percentage in Schedule	=	Amounts reimbursable under SMM-IID
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For avoidance of doubt, if **Insured Member** is charged Room & Board during covered treatments and is confined in a room type:

- one (1) level higher than room type shown in the **Schedule**, amounts reimbursable under SMM-

IID will be further reduced by fifty percent (50%); or

- two (2) levels higher than room type shown in the **Schedule**, amounts reimbursable under SMM-IID will be further reduced by seventy-five percent (75%).

Plan Benefit	Actual Room Confined	Reduction %
General Ward Room	Semi-Private Room	50%
Semi-Private Room	Standard Private Room	50%
Standard Private Room	Non-Standard Private Room	50%
General Ward Room	Standard Private Room	75%
Semi-Private Room	Non-Standard Private Room	75%



$$\left(\begin{array}{c} \text{SMM-IID eligible} \\ \text{expenses} \end{array} - \begin{array}{c} \text{SMM-IID} \\ \text{Deductible} \end{array} \right) \times \begin{array}{c} \text{Reimbursement} \\ \text{percentage in} \\ \text{Schedule} \end{array} \times \left(1 - \begin{array}{c} \text{Reduction} \\ \text{percentage} \end{array} \right) = \begin{array}{c} \text{Amounts} \\ \text{reimbursable} \\ \text{under SMM-} \\ \text{IID} \end{array}$$

All stated **Policy** terms, conditions and exclusions for **Plan Benefits – Hospitalization & Surgical Benefits** shall also remain and be applicable to this SMM **Benefit** section.

ADD-ON GROUP PLAN COVER - OUTPATIENT BENEFITS

Outpatient **Benefits** is supplementary and only available as **Optional Plan Cover** to **Group Plans**.

Outpatient **Benefits** listed below are for **Any One Disability** and only applicable if it is specified in the **Schedule** as part of the **Insured Member's** chosen **Group Plan Coverage** which may include the **Medically Necessary** treatments, purchases, consultation, tests, examinations, check-ups provided or prescribed to the **Insured Member** outside of a **Hospital**, unless stated otherwise and subject always to all **Policy** terms, conditions and exclusions such as but not limited to any applicable **Waiting Periods, Benefit** limits, **Direct Settlement, Deductibles, Copayments** and subsequent amendment(s) issued by the **Insurer** to the **Policy**.

All outpatient treatments/ procedures must be conducted by a **Physician, Chinese Physician** or **Panel Provider** without admission into a **Hospital**. Refer to **Schedule** for details on limits related to covered procedures/ treatments conducted over the course of a **Policy Year**. Unless otherwise stated in the **Schedule, Insured Member** is limited to one (1) visit per day per **Benefit** item. In no event shall reimbursements exceed the maximum limits stated in the **Schedule**. If **Insured Member** becomes entitled to a refund or reimbursement of all or part of Outpatient **Benefits** from any other source, **We** will only be liable for the additional amount not recoverable from such other source or insurance. For more information see Administration - Coordination of Benefits/ Other Insurance.

General Outpatient Physician Services (GP)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** has undergone treatment by a general **Physician** or **Panel Provider** without admission into a **Hospital**. **Benefit** includes consultation fee and medicine fee for such treatment.

Outpatient Specialist Services (OSP)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred, upon referral of a **Physician** in writing, an **Insured Member** has undergone treatment within six (6) calendar months from the date of written referral, by a **Specialist** without admission into a **Hospital**. **Benefit** includes consultation fee and medicine fee for such treatment.

Chinese Herbalist and Bonesetter (CHBS)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** has undergone treatments by a **Chinese Herbalist** and/or **Chinese Bonesetter**. **Benefit** includes consultation fee and **Chinese Herbal Medicine** fee for such treatment.

Chinese Herbalist, Acupuncturist and Bonesetter (CHBSA)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** has undergone treatments by a **Chinese Herbalist, Chinese Acupuncturist** and/or **Chinese Bonesetter**. **Benefit** includes consultation fee and **Chinese Herbal Medicine** fee for such treatment.

Physiotherapy & Chiropractic Treatment (PNC)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred, upon referral of a



Physician, in writing, an **Insured Member** has undergone treatment by a **Physiotherapist / Chiropractor**, within six (6) calendar months from the date of written referral.

Outpatient Laboratory And X-Ray Services (LAB)

Unless otherwise stated as a separate **Benefit** or covered under another section of the **Policy**, if while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for the laboratory testing, such as but not limited to, radiographic blood tests, electrocardiogram, urinalysis and other laboratory tests recommended by a **Physician** to diagnose and treat medical conditions. Laboratory and X-Ray Services must be referred by a **Physician** or **Specialist**, in writing, undertaken within six (6) calendar months from the date of written referral.

Prescribed Medicines – Outside Clinic (PMO)

Unless otherwise covered under another section of the **Policy**, if while this **Benefit** is in force, and as a result of a written prescription by a **Physician**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for the medication the **Insured Member** requires and which was purchased outside the **Physician's** clinic. The purchase of medication should be made within six (6) calendar months from the date of written prescription.

Prescribed Medicine – Any Source (PMA)

Unless otherwise covered under another Section of the **Policy**, if while this **Benefit** is in force, and as a result of a written prescription by a **Physician**, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred for the medication the **Insured Member** requires and which was purchased outside the **Physician's** clinic or at the **Physician's** clinic. The purchase of medication should be made within six (6) calendar months from the date of written prescription.

Hearing Tests (HEAR)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member**

has undertaken hearing examinations by an audiologist and/or **Physician**.

Outpatient Dental Treatments (DENO)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** undergone oral examination (including scale, polish and prophylaxis) which was rendered by a **Dentist** or **Dental Hygienist**.

Routine Physical Check Up (EXAM)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** has undertaken a physical examination for routine medical check up, consultation or tests rendered by a **Physician**.

Optical Examination (EYEC)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** has undertaken vision examinations and vision aids for diagnostic purpose only as prescribed by certified optometrist or **Physician**.

Outpatient Vaccinations (VACC)

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** has undertaken vaccinations and immunizations rendered by a **Physician**.

Outpatient Psychiatric Treatment (OPSY1)

Unless otherwise stated as a separate **Benefit** or covered under another section of the **Policy**, if while this **Benefit** is in force, and recommended by a **Physician** in writing, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** has undergone psychiatric treatment or consultation by a **Psychiatrist** in his/her office or as **Day Case Treatments** in the **Hospital**.



Psychological Counselling Benefit (PSYCC)

If while this **Benefit** is in force and recommended by a **Physician** in writing, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** is treated by a **Psychologist** on the account of psychiatric, psychological, mental, or behavioral conditions (excluding Alzheimer's disease, senile dementia, Parkinson's diseases or any conditions caused by or related to drug abuse or alcoholism) in **Clinic** or as **Day Case Treatments** in the **Hospital**.

Notwithstanding anything to the contrary contained in the general exclusions, this **Benefit** shall also **Cover** psychiatric, psychological, mental or behavioral conditions arising from **Congenital Conditions** and maternity conditions (including its complications), but all conditions caused by or related to drug abuse and alcoholism are expressly excluded.

ADD-ON GROUP PLAN COVER – DENTAL BENEFIT

Dental **Benefit** is supplementary and only available as **Optional Plan Cover** to **Group Plans**.

Dental **Benefits** listed below are for **Any One Disability** and only applicable if it is specified in the **Schedule** as part of the **Insured Member's** chosen **Group Plan** coverage subject always to all **Policy** terms, conditions and exclusions such as but not limited to any applicable **Waiting Periods, Benefit** limits, **Direct Settlement, Deductions, Copayments** and subsequent amendment(s) issued by the **Insurer** to the **Policy**.

Other than scaling and polishing, all dental procedures/ treatments must be conducted by a **Dentist** in a licensed dental facility. Refer to **Schedule** for details on what types of procedures/ treatments may be covered over the course of a **Policy Year** including its limits. Unless otherwise stated in the **Schedule, Insured Member** is limited to one (1) visit per day per **Benefit** item. In no event shall reimbursements exceed the maximum daily, annual and/or overall limits stated in the **Schedule**.

If **Insured Member** becomes entitled to a refund or reimbursement of all or part of Dental **Benefit** from any other source, **We** will only be liable for the additional amount not recoverable from such other source or insurance. For more information see Administration - Coordination of Benefits / Other Insurance.

Covered Dental Benefits

If while this **Benefit** is in force, **Insurer** will reimburse the **Usual, Reasonable and Customary Charges** actually incurred if an **Insured Member** undergone specific dental treatments as listed under the **Schedule**.

Exclusions

For avoidance of doubt, **Insurer** shall not be liable for:

1. treatments by a person other than a **Dentist** (except oral examination/ polishing performed by a **Dental Hygienist**)
2. Conditions arising out of **Congenital Conditions**.
3. Wisdom tooth extraction.
4. Dental cosmetics and related procedures beyond what are **Medically Necessary**, including but not limited to bleaching and veneers.
5. All other dental procedures not mentioned under the **Covered Dental Expenses**.

ADD-ON GROUP PLAN COVER – MATERNITY BENEFIT

Maternity **Benefit** is supplementary and only available as **Optional Plan Cover** to **Group Plans**. Maternity **Benefits** listed below are for **Any One Disability** and only applicable if it is specified in the **Schedule** as part of the **Insured Member's** chosen **Group Plan Coverage** subject always to all **Policy** terms, conditions and exclusions such as but not limited to any applicable **Waiting Periods, Benefit** limits, **Direct Settlement, Deductions, Copayments** and subsequent amendment(s) issued by the **Insurer** to the **Policy**.



Check **Schedule** for details on limits related to covered procedures/ treatments conducted over the course of a **Policy Year**. In no event shall reimbursements exceed the maximum daily, annual and/or overall limits stated in the **Schedule**. If **Insured Member** becomes entitled to a refund or reimbursement of all or part of Maternity **Benefit** from any other source, **We** will only be liable for the additional amount not recoverable from such other source or insurance. For more information see Administration - Coordination of Benefits / Other Insurance.

Enrollment Requirements

In addition to the Eligibility section of the **Policy**, the following requirements shall be applicable:

1. **Policyholder** shall advise **Insurer** in writing to enroll all female **Employees** and **Spouses** as of:
 - a) the effective date of this **Optional Plan Cover**;
 - b) the **Date of Entry** of the **Employee** or **Spouse**;
 - c) date of **Marriage**

whichever of the above is later.

2. If written application for enrollment is not provided to **Insurer** within thirty-one (31) days from the date mentioned above (1), **Policyholder** shall ensure such written applications for enrollments are submitted to **Insurer** for eligible **Employees** and **Spouses** on renewal of the **Group Plan Policy** and within thirty-one (31) days of the renewal date confirmed by **Insurer**.
3. For avoidance of doubt, no withdrawal of **Coverage** for the eligible **Employees** and **Spouses** shall be permitted unless:
 - a) the employment of the **Employee** is terminated; OR
 - b) the **Spouse** ceases to meet the definition of a **Dependent** as defined in the **Policy**; OR
 - c) upon prior written notice by **Policyholder** to the **Insurer** during renewal of the **Policy**. Under such circumstances, no re-enrollment of the said **Employee** or **Spouse** shall be accepted.

Limitation

No maternity benefits shall be payable to an **Insured Member** unless, upon **Date of Entry**:

- a) conception occurs after **Waiting Period** of 280 days; OR
- b) expected delivery date or actual delivery occurs after **Waiting Period** of 280 days; OR
- c) actual delivery occurred prior to **Date of Entry** but **Insurer** accepted **Coverage** for the post-natal period on **Continuous Transfer Terms**

No maternity benefits shall be payable unless the eligible **Employees** or **Spouses** shall have been continuously insured under this **Optional Plan Cover** for a **Waiting Period** of 280 days and the expected delivery date or actual delivery occurs after **Waiting Period** of 280 days, except:

- a) in the case of miscarriage or pre-mature termination of pregnancy whereas the expected delivery date occurs after **Waiting Period** of 280 days; OR
- b) in the case of actual delivery occurred prior to **Date of Entry** but **Insurer** accepted **Coverage** for the post-natal period on **Continuous Transfer Terms**

Covered Maternity Expenses

If while this **Benefit** is in force, and upon receipt of a **Physician's** written report on the **Insured Member's** pregnancy and expected delivery date, **Insurer** will, in lieu of all other **Benefits** payable under the **Policy**, reimburse the **Usual, Reasonable and Customary Charges** actually incurred for covered maternity expenses recommended by a **Physician** in writing as **Medically Necessary** up to the maximum limits per each type of procedure as shown in the **Schedule** in respect of the same pregnancy.

In calculating the amount payable, all **Inpatient, Day Case Treatments** and outpatient expenses during the pre-natal and post-natal period relating to the same pregnancy may be included depending on the relevant **Waiting Period** scenarios stated above and the **Maternity Benefits** shall be equal to the actual charges made by the **Hospital** for room, board and



general nursing service, any special **Hospital** service including infant's charges for the first 7 days only and any obstetrician's fees. For avoidance of doubt, only expenses occurring prior to a termination of **Cover** shall be payable. Any expenses occurring after a **Cover's** termination date shall not be payable.

OVERALL POLICY EXCLUSIONS

The following treatments, conditions, activities, items and their related expenses are excluded from the **Plan** and the **Insurer** shall not be liable for:

1. **Pre-Existing Medical Conditions** as defined herein under Definitions.
2. Treatment of mental illness, behavioral, psychiatric disorders such as, but not limited to, depression, eating disorder or any neuroses and their physiological or psychosomatic manifestations unless otherwise explicitly provided and endorsed in the **Schedule**.
3. Services or treatment at any institution that is mainly a long-term care facility, spa, hydro-clinic, or sanatorium and/or that provides only incidental or limited **Hospital** services or non-**Medically Necessary** treatments, or experimental, yet to be scientifically proven medical treatments, complementary and alternative treatments unless otherwise explicitly provided and endorsed in the **Policy** or **Schedule**.
4. Treatment relating to birth defect, **Congenital Conditions** and congenital illnesses unless otherwise explicitly provided and endorsed in the **Policy** or **Schedule**. Birth defects include, but not limited to, hereditary conditions, treatment for learning problems or speech defects of a **Dependent Child** and fetal surgery.
5. Tests and treatment relating to infertility, contraception, sterilization or inducing pregnancy.
6. All dental treatment, oral or maxillofacial surgery unless otherwise explicitly provided and endorsed in the **Policy** or **Schedule**.
7. Fitting of glasses, contact lenses, or eye refraction errors, such as, myopia, hyperopia and presbyopia, unless otherwise explicitly provided and endorsed in the **Schedule**.
8. Treatment arising out of addictive conditions/disorders, including but not limited to, alcoholism, smoking, drug or substance abuse.
9. Treatment for willfully self-inflicted or grossly negligent **Bodily Injury, Sickness, Accident**, or suicide.
10. Special nursing care and general physical or medical check-up unless otherwise explicitly provided and endorsed in the **Schedule**.
11. Procurement and/or use of special braces, appliances and/or equipment unless otherwise explicitly provided and endorsed in the **Schedule**.
12. Elective cosmetic surgery such as but not limited to treatments related to or arising from the removal of healthy, surplus or fat issue or other treatment undergone for cosmetic or psychological reasons.
13. Treatment for injuries or **Sickness** arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, nuclear energy or participating, attempting to commit, or assist in an illegal act, including resultant imprisonment.
14. Racing of any form other than on foot, caving, rock climbing or mountaineering normally involving the use of ropes or guides, parachuting, bungee jumping, martial arts,



winter sports, motor-cycling, hunting, polo, football, aviation or aeronautics (other than travelling as a passenger in a licensed aircraft operated by a recognized airline) or any sports undertaken on a professional or competitive basis and all other professional sports.

15. Treatment or care by persons not falling within definition of **Physician, Specialist, Chinese Physician, Dentist, Dental Hygienist, Physiotherapist, Chiropractor, Registered Nurse** OR not on the recommendation of a **Physician** OR against the advice of a **Physician**.
16. Routine medical examinations and preventive treatment (including vaccinations or inoculations) unless otherwise explicitly provided and endorsed in the **Policy** or **Schedule**.
17. Any costs where the **Insured Member, Policyholder** or **Insurer** are not required to pay.
18. Maternity care. No **Benefit** shall be payable, unless otherwise explicitly provided and endorsed in the **Schedule**.
19. Non-medical services, including the issue of medical certificates and attestations and examinations as to suitability or employment or travel.
20. Any expenses for health supplements and specialized Chinese herbs and/or tonic and/or medicine that may be purchased without a **Physician** or **Chinese Physician's** prescription and/or not falling under the definition of **Chinese Herbal Medicine**.
21. Charges exceeding the **Usual, Reasonable and Customary Charges** range or not **Medically Necessary** expenses.
22. Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex Syndrome (ARCS) and all diseases caused by and/or

related to the virus HIV positive unless otherwise explicitly provided and endorsed in the **Schedule**.

23. Treatment for **Bodily Injury** or **Sickness** incurred while serving as a member of police or as a result of, or related to, engaging in active service in the armed or military forces of any nation.

ADMINISTRATION

Alteration of Risk

The **Policyholder** and/or **Plan Sponsor** undertakes to give written notice to **Us** as soon as possible of any alteration in its activities, or if changes or alterations are intended or made which may increase the risk of a claim being made under the **Policy**. If **We** agree to the change, **We** will do so in writing with any additional **Premium** **We** may require. If the **Policyholder** and/or **Plan Sponsor** or the **Insured Member** fails to notify **Us**, for whatsoever reason, of any change in the **Policyholder's** and/or **Plan Sponsor** business activities and/or **Insured Member's** employment activities or occupation or habits or pursuits which may reasonably be viewed as increasing his/her exposure to **Bodily Injury** and/or **Sickness**.

We reserve the right to act accordingly such as but not limited to ceasing the **Coverage** provided by **Us** under this **Policy** in respect of the **Insured Member** with effect from the date on which the change took place but shall in no event affect **Our** obligations to pay **Benefits** under this **Policy** accrued prior to the said change. Before each renewal of this **Policy**, the **Policyholder**, or on **Policyholder's** behalf, shall give written notice of any **Bodily Injury, Sickness**, illness, disease, physical defect or infirmity by which the **Insured Member** has become affected or which has come to **Policyholder, Plan Sponsor** and/or **Insured Member** knowledge or undertake to **Us** there were no changes in information provided to **Us** from previous **Policy Year**.

For avoidance of doubt, **We** reserve the right to alter the **Policy**, increase **Premium**, implement premium



loadings or cancel **Cover** for an **Insured Member** following an Alteration of Risk. **Policyholder** may direct **Plan Sponsor** to act on its behalf in respect of obligations under this section and breaches by **Plan Sponsor** shall be considered breaches by the **Policyholder**.

Amendments

No insurance intermediary has the authority to amend this **Policy**, or to waive any provision. No changes in this **Policy** shall be valid unless approved by **Us** through a signed **Endorsement**.

Arbitration

Any dispute or difference, arising out of or in connection with this **Policy**, shall first be referred to mediation. If the mediation is unsuccessful, subject to Jurisdiction and Governing Law and unless otherwise agreed in writing between the parties, all disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

Assignment

This **Policy** is neither transferable nor assignable to any other person, entity by **Insured Member**, **Plan Sponsor** or **Policyholder** and shall not be subject to any trust or lien or charge or any kind. **The Company** shall be entitled to, without the consent of the **Policyholder**, assign any of its rights and duties under this **Policy**.

Books & Records

We shall be permitted to examine the **Insured Member's**, **Plan Sponsor's** or the **Policyholder's** records relating to this **Policy** at any time during the **Policy Year** and for three (3) years after termination of this **Policy** for any reason.

Breach of Condition

If the **Policyholder**, **Plan Sponsor** or the **Insured Member** is in breach of any of the conditions or provisions of the **Policy** (including a claims condition), **We** may decline to pay a claim, to the extent permitted by law.

Change In Country of Residence & Usa Coverage

Immediate notice must be provided to **Us** if an **Insured Member** has USA as its **Home Country** and:

- a) stayed/ will stay in USA in aggregate for longer than 185 days; OR
- b) needs to change its **Country of Residence** to USA; OR
- c) plans to remain/ has remained in USA for a continuous period of twelve (12) weeks or longer; OR
- d) shall be an **Expatriate** in USA during the then current **Policy Year**; OR
- e) is an **Expatriate** returning to USA

If any one of a) – e) above is applicable at time of incurring covered expenses, all **Benefits** payable under the **Policy** which takes place in the USA shall be reduced by at least forty percent (40%) of relevant reimbursable charges unless **Insurer** has altered the **Policy**, implemented premium loadings and/or increased the **Premium** payable for the **Insured Member** prior to **Insured Member** incurring the covered expenses, subject always to this **Policy's** terms and conditions, but in no event shall such reimbursement exceed the limits stated in the **Schedule**.

The 185 days will be counted on an aggregate annual basis and will be restored for every **Policy Year**.

Insurer does not confirm the **Policy** conforms with the regulations set forth in the USA Patient Protection and Affordable Care Act (ACA) and does not declare the **Policy** is ACA-compliant. **Policyholder** and/or **Insured Member** are liable for and shall ascertain whether the **Policy** is suitable for any **Insured Member** who may require insurance coverage in compliance with ACA or other relevant USA laws.



Clerical Errors

Clerical errors by **Us** shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

Commencement & Premiums

Insurance shall commence from the date specified on the **Schedule**. **Cover** and renewals subject to declarations and information submitted by **Plan Sponsor**, **Policyholder**, and/or or on behalf of **Insured Member**, **Plan Sponsor**, **Policyholder**, for all proposed individuals that may be eligible for **Cover** on the **Commencement Date** or renewal of **Policy**. See Administration - Condition Precedent to Liability. For avoidance of doubt, **We** maintain our discretion to accept or not accept applications for **Cover** or renewals and are not obliged to provide **Cover**, approve or reject applications even where we have previously provided **Cover**, approved or rejected such, or similar, applications. **Insurer** shall have the right to pursue against the **Plan Sponsor** in lieu of, or together with the **Policyholder**, for any sections of the **Policy** which **Policyholder** has designated **Plan Sponsor** to act on its behalf in respect of its obligations under such sections.

Any **Employee** or **Dependent** not enrolled on **Commencement Date** of **Policy** or the **Commencement Date** of subsequent renewals may be subject to individual underwriting and shall furnished, at their own expenses, evidence of insurability satisfactory to the **Insurer**, and will upon confirmation by **Insurer** be added to the **Policy** on its **Date of Entry**. See Introduction - Eligibility section of the **Policy** for additional details.

Premiums are payable on or before the **Due Date** subject to any applicable **Grace Periods**. This **Policy** will continue to be in effect during any applicable **Grace Period**. If a **Premium** is still unpaid at the end of a **Grace Period**, this **Policy** is no longer in effect from the **Due Date**. **Plan Sponsor** and/or **Policyholder** shall be liable to pay the **Company** all such **Shortfall** incurred during the **Grace Period** if the **Policy** has lapsed. See Administration - Reinstatement for further Details. **Premiums** are payable annually by any method which the **Company** makes available. **Premium** rates are not

guaranteed and may be changed by the **Company** at its discretion.

For an **Insured Member** who's **Country of Residence** is a high risk area as assessed by the **Company** or shall become an **Expatriate** in a high risk area during **Coverage** under the then current **Policy Year**, and based on information provided to the **Company** by **Insured Member**, **Plan Sponsor** or **Policyholder**, **Company** shall assess the current, future or developing risk exposures of **Insured Members** located in the high risk areas during **Coverage** and will notify the **Policyholder** of any actions, limitations, exclusions or premium loadings required to ensure on going **Cover** for the **Insured Member**.

Condition Precedent To Liability

The truth of any statement or declaration made by a **Policyholder**, **Plan Sponsor** and **Insured Members** and the due observance and the fulfilment of the terms, conditions and provisions of this **Policy** by the **Policyholder**, **Plan Sponsor** and **Insured Members** and in so far as they relate to anything to be done, or complied with, by the **Policyholder**, **Plan Sponsor** and **Insured Members** shall be conditions precedent to any liability of **Ours**. See Administration – Misrepresentation / Fraud / Non-Disclosure for further details. Additionally, the **Policyholder**, **Plan Sponsor**, **Insured Member** and/or their representatives, upon making a claim, shall co-operate fully with **Us**, and will fully and faithfully disclose all material facts and matters and shall, upon request, execute any document to empower **Us** to obtain relevant information from, including but not limited to, any doctors, **Hospitals**, third party administrators or other sources. **We** maintain the right to ask **Insured Members** to provide proof of eligibility at any time during **Cover**, such as but not limited to proof of **Age**, **Dependent** and/or full-time student status and/or state of health.

Co-Ordination of Benefits/ Other Insurance

If the **Insured Member** or **Policyholder** is entitled to reimbursement of all or part of any coverable expenses incurred from any other insurance or sources, **We** will only be liable for such amounts in



excess of the amount payable under such other insurance or sources. In the event of a claim, the **Policyholder**, **Plan Sponsor** and/or **Insured Member** must advise **Us** as to any other insurance policies that may be available to pay or partially pay that claim. Additionally and for avoidance of doubt, if at the time of any claim under this **Policy** there is any other insurance or source indemnifying any person or the **Insured Member** or **Policyholder** who are entitled to be indemnified under this **Policy**, this **Policy** is not to be called upon in contribution and, subject to the **Policy** limit of indemnity, is only to pay any amount if and so far so not recoverable under such other insurance or source.

Examination

We shall have the right and opportunity through **Our** medical representatives to examine any **Insured Member** whenever and as often as may be reasonably required within the duration of any claim. In addition, **We** shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious belief.

Group Plan Benefit Levels

Insured Members may have varying **Benefits** based on the **Group Plan Benefit** levels designated by the **Policyholder** or **Plan Sponsor** and informed **Us**. Enrolment under a specific **Group Plan Benefit** level is based on the **Insured Member's** ability to fall within the classification requirements imposed by the **Policyholder** or **Plan Sponsor** for each **Group Plan Benefit** level. **Insurer** is not liable for such decisions by **Policyholder/ Plan Sponsor**.

Should an **Insured Member** be eligible for a different **Group Plan Benefit** level after **Date of Entry**, **Insurer** must be informed by **Policyholder** or **Plan Sponsor** at least one (1) month prior to the proposed date for such changes to be implemented with satisfactory proof of such eligibility. If **We** agree to the change, **We** will do so in writing and the **Policyholder** must pay **Us** any additional **Premium** **We** may require.

If individual contributions to the additional **Premium** by **Insured Members** are required for changes to be implemented. For avoidance of

doubt, **Policyholder** or **Plan Sponsor** shall remain liable for such amounts owed by **Insured Member** until payment is made to **Insurer**. See Administration – Shortfall.

For avoidance of doubt and subject to applicable **Waiting Periods** or exclusions under the **Policy**, an **Employee** not actively employed by the **Employer** shall only be eligible for **Cover** under the changed **Group Plan Benefit** level upon resuming or starting **Active Employment**.

Jurisdiction & Governing Law

Any disputes or claims arising out of, or in connection with this **Policy**, its subject matter or formation, shall be governed by and constructed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"). Unless otherwise stated under **Arbitration** and **Mediation** or otherwise agreed in writing between the parties, contracting parties of this **Policy** irrevocably submit to the exclusive jurisdiction of the **Hong Kong** courts.

Language

The English language version of the **Policy** shall be controlling in all respects and shall prevail in cases of inconsistencies with translated versions, if any.

Limitation Period for Bringing Action

No action at law or in equity shall be brought to recover on this **Policy**:

- a) prior to the expiration of sixty (60) days after proof of claim/ loss has been filed in accordance with the requirements of this **Policy**;
- b) after two (2) years from the expiration of the time within which proof of claim/ loss is required by this **Policy**; or
- c) after the **Company** rejects liability for any claim and no action was submitted within twelve (12) months from the date of such rejection to the Hong Kong Courts for adjudication.

Any action falling within (b) – (c) shall be deemed to have been irrevocably abandoned and shall not be recoverable.



Mediation

Any difference in respect of a **Physician's** medical opinion in connection with the treatment of an **Accident** or **Sickness** shall be settled between two medical experts appointed in writing by the parties to the dispute. Any difference of opinion between the two medical experts shall be referred to a mediator who shall be appointed in writing by the two medical experts at the outset ("**Appointed Mediator**"). The **Appointed Mediator** shall be registered under the Insurance Complaints Bureau (ICB) List of Mediators and/or has obtained a certificate on healthcare mediation. Should the two medical experts fail to agree despite the mediation by the **Appointed Mediator**, the decision of the **Appointed Mediator** shall be final and binding.

Misrepresentation/ Fraud/ Non-Disclosure

Notwithstanding other terms and conditions, if information or declaration of the **Policyholder**, **Plan Sponsor**, or **Insured Member** is untrue in any respect, or if any material fact affecting the risk are not disclosed or incorrectly stated herein or omitted therefrom, or if this **Policy**, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or nondisclosure or if any claim shall in any respect be false, exaggerated, or fraudulent or if fraudulent means, statements or devices are used by the **Insured Member** or anyone acting on his/her behalf to obtain **Benefits** hereunder, then the **Policy** shall be cancelled and voided immediately and all benefits and premiums will be forfeited. **Insurer's** discretion to cancel and void the **Policy** for all **Insured Members** or for one or more **Insured Members**.

Overall Limits

Unless otherwise specified, the total aggregate and overall annual limits of all **Benefits** that may be claimed overall and/or in any one **Policy Year** per **Insured Member** is stated in the **Schedule**. For avoidance of doubt, limits specific to an **Insured Member's Coverage** under the chosen **Group Plan** shall be stated in the **Schedule**. In no event will **Coverage** exceed the maximum **Benefits** limits stated.

Payment of Claims

All **Benefits** under the **Policy** shall be payable to the **Insured Member** unless otherwise specified in the **Policy**. For avoidance of doubt, **We** are not obliged to pay ongoing or subsequent costs of continuing, or similar, treatments, even where **We** have previously paid claims for such type and/or similar type of treatment.

Proof of Claim

To claim indemnity or reimbursement, the **Insured Member** must, amongst other requirements under this **Policy**, be able to produce original receipts for expenses incurred that are covered under this **Policy** as **Benefits**.

A completed claim form with all original proof of loss documents such as supporting invoices and receipts signed by the treating **Physician** must be submitted to the **Insurer** within ninety (90) days from the first date of treatment for which the claim is made. Failure to claim within the time required shall invalidate the claim. Photocopies are not acceptable. **We** may require the submission at the expense of the claimant of such information, certificates, evidence, medical reports and other data or materials, reasonably required in further support of the claim.

Unless otherwise stated, the applicable currency under this **Policy** shall be HKD (HK\$). Any successful claim for reimbursement of expenses made by an **Insured Member** in another currency shall be converted to HKD at the rate of exchange quoted on www.oanda.com on the date the **Insured Member** received treatment. **We** may appoint independent third-party administrators or service providers to settle claims on **Our** behalf. All rights reserved by **Us** in respect of claim procedure equally apply to such third parties acting on **Our** behalf.

If **Insured Member** makes a claim which is in any way dishonest, **We** reserve the right not to pay any **Benefits**, or if **We** have already paid before we discover the dishonesty, **We** reserve the right to recover those payments from **Policyholder**, **Plan**



Sponsor or **Insured Member** and/or terminate, rescind or void the **Policy** as appropriate. **We** are not obliged to pay the ongoing or subsequent costs of continuing, or similar, treatments, even where **We** have previously paid for this type of or similar treatment.

Reasonable Care

The **Policyholder**, **Plan Sponsor** or **Insured Member** should act in a prudent manner and exercise reasonable care to prevent **Accidents**, injuries or illnesses and to mitigate any damage or loss. Compensation for any **Benefit** shall not be payable unless the **Insured Member** as soon as possible after sustaining **Bodily Injury**, seek and follow proper medical advice from a **Physician**. Failure to follow proper medical treatment or advice may result in **Us** reducing or suspending **Our** liability under the **Policy** to the extent to which **We** have suffered any prejudice due to such failure.

Relocation

Any **Premium** paid will not be refundable if the cancellation of coverage for an **Insured Member** was due to relocation to a **Sanctioned Country**.

Renewal & Cancellation

Subject to due observance and fulfillment of the terms, conditions and exclusions of this **Policy**, and written approval by **Company** of renewals, the **Group Plan** is an annual contract which may be renewed each year on the **Due Date**. **Company** shall provide a notice, at least thirty (30) days prior to **Due Date**, that the **Group Plan** shall be renewed on the **Due Date**, subject to the **Policy** terms and conditions in force at the time of each renewal and any variations as may be set out in writing by the **Insurer**. Renewal **Premium** will increase (such as, but not limited to, if **Insured Members** enters a new **Age** as classified in the premium table shown in the then current Plan brochure) or **Premiums** may be changed as determined by the **Insurer** based on the **Group Plan's** pool pricing and other considerations on the date of renewal.

Application to vary the terms of **Coverage** may only be made prior to the **Due Date** by providing the

Company not less than thirty (30) days prior notice in writing. Unless there was full disclosure by **Insured Member**, **Plan Sponsor** and/or **Policyholder** and acceptance in writing by **Insurer**, higher classes of **Benefits** shall not be applicable. **Cover** will cease at the first **Due Date** following the 70th birthday of the **Insured Member**.

Company shall give the **Policyholder** at least thirty (30) days notice of its intent to discontinue and/or not renew the **Group Plan** PROVIDED THAT **Company** was made aware by **Policyholder** or **Plan Sponsor** of changes in enrollment under the **Group Plan** at least thirty (30) days prior to the **Due Date**, otherwise **Company** may give immediate notice of intent. No refunds if the then current **Policy Year** commenced unless **Policyholder** is in liquidation.

Rights of Beneficiary & Assignment

Consent of the **Beneficiary** shall not be requisite to surrender or for assignment of this **Policy**, or to change **Beneficiary**, or to make any other changes in this **Policy**. No **Beneficiary** of this **Policy** shall be entitled to any payment under this **Policy** except for the **Benefit** payable in respect of death. Additionally, it is hereby understood and agreed that any sums payable in respect of death, once paid to the **Beneficiary** whose receipt shall be a full and final discharge of the **Company** obligations. If no **Beneficiary** is designated, or the **Beneficiary**, or one of the **Beneficiary** is not living at the time of payment, **We** shall pay the total death benefit amount to the **Estate** or the **Policyholder**, whose receipt shall be a full and final discharge of **Our** obligations.

Set Off

Any amount that an **Insured Member**, **Plan Sponsor** and/or **Policyholder** may owe to **Insurer** under this **Policy** or otherwise, whether it is liquidated, is actual or contingent, such amounts owe may be set off by **Insurer** during any **Policy Year**, or **Insurer** may on demand request **Policyholder**, **Plan Sponsor** or **Insured Member**, whichever is applicable, to pay the amount owed. Any exercise by **Insurer** of its rights under this clause will not prejudice any other right or remedy available to it, whether under this **Policy**



or otherwise. For avoidance of doubt, **Policyholder** shall remain liable for such amounts owed by **Insured Member** until payment is made to **Insurer**. **Policyholder** may direct **Plan Sponsor** to act on its behalf in respect of obligations under this section and breaches by **Plan Sponsor** shall be considered breaches by the **Policyholder**.

Shortfall

Policyholder agrees to reimburse **Us** in full for any **Shortfall** within thirty-one (31) days of receipt of a **Shortfall** written notice from **Us** ("**Shortfall Payment Period**"). Without prejudice to other rights and remedies, if the **Shortfall** is not settled within the **Shortfall Payment Period**, **We** may, at **Our** discretion:

- a) charge the **Policyholder** interest on such **Shortfall** from date of written notice until date of payment;
- b) terminate coverage in respect of that **Insured Member** or the entire **Policy**;
- c) set off any amounts in accordance with the **Set Off** section of this **Policy**.

Any delay or non-action by **Us** in respect of the above shall not constitute a waiver of **Our** rights and remedies. **Policyholder** may direct **Plan Sponsor** to act on its behalf in respect of obligations under this section and breaches by **Plan Sponsor** shall be considered breaches by the **Policyholder**.

Subrogation

We shall have all rights, and such rights shall be assigned to us where applicable, to proceed at **Our** own expense in the name of the **Policyholder** and/or the **Insured Member** against any third parties who may be responsible for any occurrence giving rise to a claim under this **Policy** and any amount so recovered shall belong to **Us**.

Third Party Rights

Any person or entity who is not a party to the **Master Policy** shall have no rights under the **Contracts** (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of the **Master Policy** or this **Policy**.

Waiver

No delay or omission by **Us** in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right, power, privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

TRAVEL AND EMERGENCY ASSISTANCE SERVICES

In addition to all applicable **Exclusions** under this **Policy**, **We** may determine, review and revise at **Our** absolute discretion the scope, terms and conditions and/or provider of these **Travel & Emergency Assistance Services** from time to time and shall not be liable for any loss, damage, liability or claims arising from or in connection with acts or omission of any third-party service providers, including without limitation those providing worldwide Emergency, medical, travel assistance and all other services available to **Insured Members** under this **Policy**.

The 24-hour Assist Hotline number provided to **Insured Members** and **Policyholder** for these **Travel & Emergency Assistance Services** should be contacted to verify **Insured Member's** eligibility, obtain advance approval and/or make necessary arrangements, obtain further information, make appointments including understanding and/or paying for costs that will be borne by the **Insured Member** when using any such services stated in the Program Leaflet. Failure to do so may invalidate a claim for such costs.

Upon verification of **Insured Member's** eligibility, our appointed service provider will arrange and pay for the **Usual, Reasonable and Customary Charges** necessarily and unavoidably incurred for any of the below requested Overseas Emergency Services so arranged by **Our** appointed service provider. In the event where appointed service provider is unable to verify **Insured Member's** eligibility prior to any requested **Travel & Emergency Assistance**



Services, it shall proceed to assist the **Insured Member** in cases of **Emergencies**. **Insured Member** shall be responsible for **Direct Settlement** of any expenses incurred if eligibility is still not confirmed at completion of the request. **Insured Member** should follow the standard claim procedure for reimbursement. In no event shall reimbursements exceed the maximum daily, annual and/or overall limits stated in the **Schedule**. If the **Insured Member** becomes entitled to a refund or reimbursement from any other source, **We** will only be liable for the additional amount not recoverable from such other source or insurance. For more information see Administration - Coordination of Benefits / Other Insurance.

Expenses incurred for **Overseas Travel Services** are payable by **Insured Members** directly after calling the 24-hour Assist Hotline number for appointed service provider to assist with such requested arrangements.

Please refer to the **Program Leaflet** attached as part of this **Policy** for further details. Capitalized or bolded words not defined in the **Program Leaflet** or words not capitalized or bolded in **Program Leaflet** but already or similarly defined in this **Policy**, **Insured** shall refer to this **Policy** for interpretation. For avoidance of doubt, this **Policy's** definitions shall prevail in the event of conflicts with the **Program Leaflet**.

HOW TO MAKE A CLAIM

All Correspondence and Claims/ Receipts should be sent to:

Liberty International Insurance Ltd.
Suites 2601-04 & 2613-16, 26/F, 1111 King's Road,
Taikoo Shing, Hong Kong
Tel : (852) 2892 3888
Fax : (852) 2572 8071

Website : www.libertyinsurance.com.hk

OVERSEAS EMERGENCY SERVICES (NOT FOR INSURED MEMBERS OVER AGED 69)

Overseas Emergency Services (not for insured members over aged 69)	per Insured Member
Emergency Medical Evacuation & Repatriation	
Medical Evacuation	HK\$2,000,000
Repatriation to Stationed Country/ Country of Residence & Home Country	HK\$2,000,000
Repatriation of Mortal Remains	
Repatriation of Mortal Remains to Country of Residence or Home Country	HK\$2,000,000
Assist in Local Burial Arrangements in Overseas Country	HK\$2,000,000
Compassionate Visit (Insured member inpatient in overseas hospital for seven (7) consecutive days)	HK\$2,000,000
Round Trip Economy Class Air Ticket and/or a Reasonable Transportation	Fully covered
Overseas Accommodation for Family Member or Friend (no more than 7 consecutive days)	HK\$1,500 per day
Return of Dependent Children	
Single Trip Economy Class Air Ticket and/or a Reasonable Transportation (with escort, if necessary)	Fully covered
Convalescence Arrangements	
Overseas Accommodation for Insured Member Convalescence (no more than 7 consecutive days)	HK\$1,500 per day (room charge only)
Hospital Emergency Admission Deposit & Expenses	
Overseas Hospital Emergency Admission Deposit (issuance of Guarantee Letter)	up to US\$7,000
Emergency Inpatient Expenses	HK\$2,000,000



Overseas Emergency Services (not for insured members over aged 69)	per Insured Member
Emergency Inpatient Monitoring (whilst Insured Member in Overseas Hospital)	HK\$2,000,000
Network Hospital Emergency Cashless Arrangements (Insured Member in Overseas Hospital)	
Non-Mainland China Hospitals	HK\$2,000,000
Mainland China Network Hospitals	HK\$2,000,00
Return To Place of Work (Group Medical Policies Only) (within 30 days of Physician approval)	
Single Trip Economy Class Air Ticket and/or a Reasonable Transportation to Country of Residence	Fully covered

OVERSEAS PRIVILEGE SERVICES (NOT FOR INSURED MEMBERS OVER AGED 69)

Types of plan coverage (all cost incurred for each benefit item payable by insured member / policyholder)

Overseas Privilege Services	All Plans (A-D)
Overall Annual Limit	N.A
Overseas Privilege Services – Overseas Medical Referral	per Insured Member
Overseas Medical Referral (not for insured members over aged 69)	Call 24-hour Hotline
Overseas Legal Referral (not for insured members over aged 69)	Call 24-hour Hotline
Emergency Travel Assistance (not for insured members over aged 69)	Call 24-hour Hotline
Overseas Medication or Medical Equipment Assistance	Call 24-hour Hotline
Dispatch Hong Kong Physician Overseas (Hong Kong country of residence only)	Call 24-hour Hotline

Overseas Privilege Services	All Plans (A-D)
Privilege Travel Services	Call 24-hour Hotline
Privilege Concierge Services	Call 24-hour Hotline

